EXHIBIT 1	2:17-cv-13876-AJT-DRG



FORD GT APPLICATION PROGRAM

## TERMS AND CONDITIONS

By submitting an application in the Program, you represent that you have read, understand and agree to be bound by these Program (the "Program") conducted by Ford Motor Company ("Ford"). Please read these Terms and Conditions carefully. These terms and conditions ("Terms and Conditions") contain important information regarding the Ford GT Application Tarme and Conditions and that volumill monoly with all of the requirements set forth in these Terms and Conditions IE

Trucks & Vans

Crossovers & SUVs

Cars

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model year Ford GT supercars (each a "<u>GT</u>" and collectively, "<u>GTS</u>"). Ford intends to manufacture very limited quantities of minimum of one hundred and fifty (150) 2018 model year GTs. Because Ford anticipates that there will be more potential 1. THE PROGRAM: Ford is conducting the Program in connection with the upcoming introduction of the 2017 and 2018 purchasers than there are available GTs, Ford intends through the Program to select individuals who will be invited to the GT and to make available via the Program a minimum of one hundred and fifty (150) 2017 model year GTs and a discuss a potential purchase of a GT on terms to be agreed to by the seller and the purchaser.

ndication of your potential interest in purchasing a GT. If you are identified as a Selected Applicant, that selection will not obligate you to purchase a GT. If you are selected as a Selected Applicant, there is no guarantee that you will be offered an sales of the GT outside of the countries specified in the prior sentence are not employees, affiliates or subsidiaries of Ford. directed to Ford dealers. The purchase price and all other terms of sale will be determined by the seller in accordance with opportunity to purchase a GT, because the terms of any purchase are subject to mutual agreement by the pertinent seller to purchase a GT. Sales of the GT will be made by Ford dealers in the Participating Territories (as defined below) (except Program is not an offer by Ford or any dealer to sell a GT, and submission of an application is not an offer by the applicant purchaser's agreement to restrictions on resale or transfer of the GT or to a right of the seller to repurchase the GT within specified time periods, to the extent such restrictions or requirements are permitted under applicable law. Submitting an and the United Kingdom, as to which sales will be made by Ford or Ford affiliates). The Ford dealers that are involved in Applicants who will be invited to discuss with a Ford dealer a potential purchase of a GT ("<u>Selected Applicants"</u>) will be such terms and processes as the seller may establish. Each seller of a GT will have the right to condition the sale on the and the prospective purchaser. GTs will be delivered only to locations in which sale and delivery of the GT is lawful. The with respect to sales in Austria, Belgium, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden, Switzerland, application does not guarantee that you will be selected as a Selected Applicant. Submitting an application is only an 2. NOT AN OFFER OR CONTRACT FOR SALE: The purpose of the Program is to identify potential GT purchasers. The Program is not a lottery, sweepstakes, contest, game, commercial competition, prize competition or promotion.

3. PARTICIPATING TERRITORIES: The "Participating Territories" are Austria. Belgium. Canada. China. France. Germany.

- 3. PARTICIPATING TERRITORIES: The "Participating Territories" are Austria, Belgium, Canada, China, France, Germany, Ireland, Italy, Macao, Mexico, the Netherlands, Philippines, Saudi Arabia, Spain, Sweden, Switzerland, Taiwan, Turkey, United Arab Emirates, the United Kingdom and the United States of America.
- Ferritory; (b) are of sufficient age to enter into a legal agreement for the purchase a GT; and (c) are of legal driving age in 4. ELIGIBILITY: The Program is open only to natural persons who (a) are able to take delivery of the car in a Participating their jurisdiction of residence.
- GMT, through approximately 11:59 PM GMT on February 29, 2016 (the "Application Period"). Submission of an application 5. HOW TO APPLY: Ford will accept applications in the Program beginning on January 26, 2016 at approximately 12:01 AM provided with the express authorization of the applicant in the event that the application is completed by a third-party on will require the applicant to provide the applicant's name, address, telephone number and email address and such other information as Ford may require in the application. Each applicant will also be required to answer one or more questions application must be complete and all required information submitted by no later than the end of the Application Period. nformation about the applicant and his or her interest in the GT and experiences as a car owner. To be considered, the concerning the applicant and his or her relationship to Ford, if any, and other questions intended to provide Ford with nformation truthfully, accurately and completely. All information provided in the application must be accurate and Application times will be determined by Ford. Each applicant must answer all questions and provide all requested applicant's behalf. Additionally, each applicant must also expressly acknowledge and agree to these Terms and Conditions, the Terms of Use and Ford's Privacy Policies.
- will be binding, and each applicant agrees to comply with all such decisions. Selected Applicants will not be determined in Ford (in its sole discretion), based on Ford's evaluation of the information provided by the applicants through the Program subjective factors. The number of Selected Applicants will be determined by Ford in its sole discretion. Ford may allocate each applicant's interest in Ford cars and the GT and in collectible cars generally, each applicant's relationship with Ford States and/or by executives of Ford's affiliated companies (and/or such other representatives and agents designated by and Ford's determination of the applicants that are best suited to enjoy the GT, taking into account, among other things, (if any) and each applicant's involvement in the motorsports community (if any). Such review and determination will be contact and interview applicants, and/or request additional materials in support of an application. All decisions of Ford 6. SELECTION PROCESS: After the conclusion of the Application Period, the Selected Applicants will be determined by determinations in connection with the Program, will be made by Ford in its sole discretion based on both objective and Participating Territory, there is no guarantee that any GTs, or any particular quantity of GTs, will be made available for purchase by residents of that Participating Territory. During the course of Ford's evaluation, Ford reserves the right to made by a panel of Ford executives (and/or such other representatives and agents designated by Ford) in the United particular quantities of Selected Applicants to particular Participating Territories. With respect to any particular Ford) in other Participating Territories (as applicable). The selection of the Selected Applicants, and all other

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confidential, and Ford will not be obligated to disclose any information regarding the application and selection process for birth, caste, wealth, religion, creed or beliefs, political beliefs, trade union convictions, language, current or future state of will be binding, and each applicant agrees to comply with all such decisions. Selected Applicants will not be determined in contact and interview applicants, and/or request additional materials in support of an application. All decisions of Ford Participating Territory, there is no guarantee that any GTs, or any particular quantity of GTs, will be made available for Ford will not discriminate on any basis prohibited by applicable laws, which may include, age, race, ethnic origin, sex or purchase by residents of that Participating Territory. During the course of Ford's evaluation, Ford reserves the right to the Program, other than as otherwise set forth in these Terms and Conditions. In determining the Selected Applicants, gender, gender identity or gender expression, sexual orientation, citizenship, marital status, family status, civil status, a random drawing or similar mechanism. All review and selection assessments and determinations will be strictly particutar quarrithes or serected Applicants to particotal Marticipathing refritories, with respect to any particutal health, disability, physical or genetic characteristics, membership of the travelling community or social origin.

mail during the 120 hour period in which he/she is contacted (no phone calls will be made, nor will messages will be left on answering machines or voicemail systems), the potential Selected Applicant will be excluded, at Ford's discretion. If Ford is successful in contacting the potential Selected Applicant, he or she must (a) within 10 days of being contacted by Ford, provide Ford with all requested information in order for Ford to prove eligibility, and (b) within 10 days of receipt of such 7. NOTIFICATION AND VERIFICATION OF SELECTED APPLICANTS: Ford expects that Selected Applicants will be notified documents from Ford, complete, sign and deliver to Ford (i) an affidavit of eligibility and release of Released Parties (as any Selected Applicants determine not to purchase a GT. Ford will send up to 5 e-mails over a 120 hour period following Applicant's eligibility and acceptance of these Terms and Conditions and the conditions of participation in the Program. Participation in this program constitutes your agreement to provide, sign and/or timely deliver all such information and selection to contact the potential Selected Applicant. If the potential Selected Applicant does not respond to Ford's e-April, 2016. Ford may also in its sole discretion identify and/or notify applicants who will be placed on a waitlist in case of their selection, using the e-mail information provided by the Selected Applicants in their applications, on or around defined below), and (ii) any additional legal documentation furnished by Ford for purposes of verifying Selected documents (as applicable).

copyright, trademark or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or answer certain questions. The application process also may permit (but will not require) applicants to submit or provide and material supplied or made available by any applicant in the Program (collectively, "Application Content") must not links to videos that demonstrate why the applicant would be a desirable GT owner, among other things. All information regulation. By submitting any Application Content, the applicant represents and warrants that the Application Content does not contain any such material and irrevocably grants to Ford and its parent companies, subsidiaries and affiliates, 8. APPLICATION CONTENT: The application process will require each applicant to provide certain information and to contain any material that violates or infringes upon the rights of any third party, including without limitation any

the administration of the Program and for any other lawful purposes (including, without limitation, in connection with the copyright, trademark or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or perpetuity, throughout the world, in all media and formats whether now or later known or developed, in connection with regulation. By submitting any Application Content, the applicant represents and warrants that the Application Content exclusive license to reproduce, modify, edit and otherwise use the Application Content (and/or any portion thereof), in does not contain any such material and irrevocably grants to Ford and its parent companies, subsidiaries and affiliates. and the successors, agents, licensees and assigns of each of the foregoing (collectively, the "<u>Program Entities</u>") a nonadvertising, marketing and promotion of the GT and/or other Ford products and services), without further notice or contain any material that violates or infringes upon the rights of any third party, including without limitation any compensation, unless prohibited by law.

all liability for any injury or damage caused, or claimed to be caused, by participation in the Program. The Released Parties Program, the operation of the Program Website, and/or the promotion, offering or operation of the Program. You assume directors, officers, employees, agents and assigns of all of the foregoing (collectively, the "<u>Released Parties</u>"), harmless 9. RELEASE AND LIMITATION OF LIABILITY: By submitting an application in the Program, you release and agree to hold each of the Program Entities, all other companies involved in the development or operation of the Program, and the from and against any and all claims, damages and liability arising out of and/or related to your participation in the are not responsible for any typographical or other error in any communication relating to the Program or the administration of the Program.

promotional activities. Applicants will not be obligated to consent to participation in, or to use of the applicant's name or 10. PUBLICITY: Applicants will not be required to, but may in Ford's discretion be requested to, participate in publicity or likeness in, any publicity or promotional activities.

interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the applicants and Ford in applicant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to by applicable law, (a) any and all disputes, claims, and causes of action arising out of or connected with the Program shall Except to the extent that applicable law requires otherwise, all issues and questions concerning the construction, validity, 11. DISPUTES: By submitting an application in the Program, each applicant agrees that, to the maximum extent permitted connection with the Program. shall be governed by, and construed in accordance with the laws of the State of Michigan in the lesser of such amount and \$1.00, including costs associated with submitting an application in the Program, but in no have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. iudgments and awards shall be limited to actual out-of-pocket costs incurred, and where permitted by applicable laws, be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to you if you live in such a jurisdiction.), (b) any and all claims, event attorneys' fees and (c) under no circumstances will any applicant be permitted to obtain any award for, and

have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the applicants and Ford in Except to the extent that applicable law requires otherwise, all issues and questions concerning the construction, validity, connection with the Program, shall be governed by, and construed in accordance with the laws of the State of Michigan in Conditions and any Program information provided elsewhere, these Terms and Conditions shall prevail. In some countries cause the application of the laws of any other jurisdiction. If a court determines that any term or condition in these Terms and Conditions is illegal, invalid or unenforceable, then such term or condition will be eliminated and the remaining terms objection that any such court is an improper or inconvenient forum. In the event of any conflict between these Terms and relating to these Terms and Conditions shall be instituted only in the courts located in Wayne County, Michigan, waiving ou might have legal rights that may not be waived or derogated by contract. Nothing in this terms and conditions limits the United States of America without giving effect to any choice of law or conflict of law rules or provisions that would reflected in the eliminated term or condition to the extent possible. Any legal proceedings arising out of the Program or and conditions will remain in force and effect and shall be interpreted so as to give effect to the parties' intentions as any right to trial by jury. Each applicant consents to the exclusive jurisdiction of such courts with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Program and waives any egal rights that may not be waived or derogated by contract.

the Ford GT application website footer, and the Privacy Policy governing the GT Application, which is also available on the 12. PRIVACY POLICIES: By submitting any information, you agree to be bound by the website Privacy Policy displayed on Ford GT application website (including any licenses, permissions or grants or rights contained therein) (together, the "Privacy Policies").

United States, without obtaining prior authorization from Ford and the competent government authorities as required by those laws and regulations. Currently, prohibited destinations include Iran, Syria, Sudan, North Korea, Cuba, and Crimea. Assets Control. Each applicant agrees that the applicant shall not directly or indirectly sell, export, re-export, transfer, Each applicant shall indemnify Ford, to the fullest extent permitted by law from and against any fines or penalties that 13. EXPORT COMPLIANCE: Each applicant who purchasers a GT must comply with all applicable export and re-export divert, or otherwise dispose of any GT to any destination, entity, or person prohibited by the laws or regulations of the Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign may arise as a result of the applicant breach of this provision. This export control clause shall survive termination or control agreements, laws, and regulations, including the Export Administration Regulations maintained by the U.S. cancellation of these Terms and Conditions.

Lime in its sole discretion. Ford reserves the right to adjust any of the dates and/or times stated in these nd reserves the right to modify these Terms and Conditions or to modify, suspend or terminate the 14. GENERAL Program at

Terms and Conditions to the extent Ford deems such adjustment necessary as a result of any technical or other problem or because of any other circumstance that, in the opinion of Ford, affects the proper administration of the Program, or for any CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, FORD RESERVES THE RIGHT TO SEEK DAMAGES FROM public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity or other reason, in Ford's discretion and without prior notice. The Released Parties are not responsible for late or incomplete cancel, modify or suspend the Program should a technical problem, applicant fraud or misconduct, or other cause beyond with the application process, or has undermined the proper operation of the Program by engaging in hacking, deception or reason Ford is not able to conduct the Program as planned (including without limitation in the event the operation of the Program at any time in its sole discretion. Ford reserves the right to adjust any of the dates and/or times stated in these other unfair practices, (b) has engaged in conduct that annoys, abuses, threatens or harasses any other applicant or any representative of Ford or (c) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT BY AN from participating in the Program any individual who, in Ford's discretion, Ford determines or believes (a) has tampered applications or the administration of the Program. Ford reserves the right, in its sole discretion, to disqualify or prohibit ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Ford reserves the right, in its sole discretion, to applications, incorrect or inaccurate capture of, damage to, or loss of applications or Application Content, or any other any law, order or regulation or court order). Any rights obtained by an applicant in connection with the Program are not the control of Ford corrupt the administration, integrity, security or proper operation of the Program or if for any other APPLICANT TO DELIBERATELY UNDERMINE THE PROPER OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF Program is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of human, mechanical or technical errors of any kind relating to the submission, collection, storage or processing of transferrable. By participating in the Program, applicants agree to be bound by these Terms and Conditions.

15. CONDUCT OF PROGRAM: The Program is conducted by Ford Motor Company, World Headquarters, One American Road, Dearborn, MI 48126. If you have any questions or complaints regarding these Terms and Conditions and/or the Program, please contact us at customer@fordgtconcierge.com. Ford will respond within 14 days of receipt of your question or complaint.

## Disclaimer

\* Available late 2016. Pre-production model shown in color for illustration only in all images.

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